App F IX 4

Previous References 1946 47 (nil)

File No 55 46

Serial Nos 65, 66

Later References

GENERAL AND REVENUE SECRETARIAT

Serial Nos 70

Part B for Subject

SUBJECT

Grant of possession of two sites to Mysore Builders, Ltd

From the chairman,

Trust Board, Bangalore

No 2642 dt 1/4/47

To the draft terms and conditions under which the grant of 50 sites may be given to the Hyderabad builders, Bangalore

As ordered at para 5(5) of the go dt* 15/3/47, the Trust Board proposes to hand over 50 sites in the Kumara park west extension to the Hyderabad builders, subject to the conditions noted in flg B

flg A

The conditions under which the Trust Board proposes to hand over the sites to the said company are for approval or other orders subject

Bga 7/4/47

for orders

New Secy

9607/574

1/ The proposals of the Bangalore City Improvement Trust Board for certain conditions, chairman, suggesting

8074

subject to which, the possession of fifty Sites in the Kumara Park West Extension may be handed over to the alloyssons Builders Limited may be approved with the following modifications :-

3) As suggested by Dr Koenigsberger, the period for the completion of the construction of the buildings may be fixed as eight months and not as six months as stipulated in para 3 of the proposed terms and conditions. / Not necessary

4) The right to allot the houses after completion may be reserved to Govt. instead of entrusting to the Trust Board (clause 4) who may send up recommendations in the matter.

Secretary for Edn & P W. 3/4

5) This is marked to the Min for Edn & P H. What is this sense is me?

6) This is a mistake committed by the draughtsman in not to mention Municipal Board in the Madras Municipal Corporation

8) The allotment has to be made by the Tr Board subject to the approval of Govt

FOR AGRICULTURE AND PUBLIC WORKS
No 7559 7/4
FREE TELEGRAM
7/4/47
6421

9) S/t for attempt
for Approval

10) A draft letter as policy for appl
has
sol
8/4.

11) Issued
received for
8/4

To,

The chairman, Trust-board, Bgl

L 13691 d 8/4/47

Approves of the proposal with
certain modifications

5 Cys
8/4

From the chairman, Trust-board,
Bangalore

No 2830/d 18/4/47

Informs that clause 8 of the conditions
regulating the grant of sites to the
Rhyme builders here in the
Kumara park west Extension
has been modified

6074 T8769/L

(4) In view of the suggestions given the Govt pleader, condition 8 of the conditions under which 50 sites are proposed to be granted to the Nyasa builders, is said to have been worded as follows:—

"The first party will not get any title to the site but only possession under the above conditions and the first party shall not be entitled to transfer or assign their rights or liabilities under this contract to anyone else"

(3) submitted for perusal

with reference to paras 7 & 9 of the notes

No orders are required in the matter

Reasons for action taken as requested in the minute of 2/4

Rensey

For perusal

Secretary for Edn & P H

2/4

30/4/47

30/4

B Mal 1/5

Received in the Secretariat Public Relations Office Date 26 4 47 No. 6839

FILED IE wl 55-46-65

8074
3 APR 1947
L & Q BRANCH

No 2642/ane Office of the City Improvement Trust Board,
"Ranga Vilas", Seshadri Road,
Dated, Bangalore, the 1st April 1947

To

H N Pallegar, Esq , M A , LL B ,
Secretary to Government,
Revenue Department,
BANGALORE

REVENUE OFFICE
3/4

Sir,

Re the ~~grant~~ grant of possession of 50 sites to the Mysore Builders Limited

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I have the honour to forward herewith a copy of the proposed terms and conditions under which possession of 50 sites in the Kumara Park West Extension may be given to the above Company in terms of G O No L 12617-23/L1 143-46-2 dated the 15th March 1947

This has been circulated among the members of the Board first and they have approved of the same with the additional of some more clauses Dr Koenigsberger wants that the period for the completition of the construction should be 8 months and not 6 months as stipulated in para 3 of the proposed terms and conditions But, the Board was against it The final resolution of the Board in at its meeting held on 30-3-1947 is appended

> Finally, it was resolved that the draft conditions proposed be approved with the following addition and sent to Government for sanction -
>
> 1 "The construction will be supervised by the Engineer Officer of the Trust Board and the 10% over and above the cost price will include the supervision charges of the Company
>
> 2 If the construction of any of the buildings is not completed within the period stipulated, the Board will resume the site and existing structures thereon forfeiting 25% of the value of the existing structure at the valuation fixed by the Chairman which would be final
>
> 3 In the case of an incomplete structure being forfeited to the Board, the Chairman shall have power after resumption of the site and structure to sell the structure by auction or agreement or otherwise use it and make over to the Company, the proceeds or the amount of valuation of the structure less the forfeited amount '

P T O

If the proposed draft terms and conditions meet with the approval of Government, a registered agreement will be obtained from the Company and possession of sites given to them as they are anxious to start the work

I have the honour to be,
Sir,
Your most obedient servant,

C.V. Narasimha Raj
CHAIRMAN

gvm/-

8 The first party ~~firstly~~ will not set any title to the site but only possession under the above conditions and the first party shall not be entitled to transfer or assign their rights or liabilities under this contract to any one ~~to~~ else — Vide letter No 2830 dt 18-4-1947 of the chairman

DRAFT CONDITIONS ON WHICH IT IS PROPOSED TO GRANT 50 SITES TO THE MYSORE BUILDERS LIMITED

1 Twenty sites of 40' x 60' (block 3 in the plan) on the west of Mahalakshmi Temple site and 10 sites of 40' x 60' (block 2) in the plan to the east of Badaganadu Sangha and 20 sites of 40' x 60' on the west of the 28 bungalow sites may be given to the Mysore Builders Ltd

2 Possession of the sites will be given to the company and the company should undertake to build the houses on the sites as per plans and designs and estimates to be approved by the Board, the maximum cost not exceeding Rs 5,000/- to Rs 7,500/- each building

3 The Mysore Builders Ltd , should give an undertaking to complete the constructions on the 50 sites, within 6 months of the date of handing over possession of the sites

4 The Company should further undertake to allot the houses that will be built by them to such dishoused persons whose houses are acquired under the Dobspet--Vasanthanagar scheme or such others as the Trust Board may decide

5 The Company should agree that to such allottees as stated above, the amount that will be charged as price will be the actual cost of the construction + 10% thereon It is also open to the Board to take over the buildings under the same conditions for disposal by the Board to such persons that they may decide upon

6 The site value will be fixed and recovered by the Board from the allottee as the case may be

7 The Company should agree not to deliver possession of the site or building to anyone other than the allottee or the Board as stated above

8 The Company will not get any title to the site but only possession under the above conditions

9 The Company should give a registered agreement binding themselves to these terms and conditions

Additional clauses suggested and resolved upon to be added by the Board at its meeting on 30-3-1947

10 The construction will be supervised by the Engineer Officer of the Trust Board and the 10% over and above the cost price will include the supervision charges of the Company

11 If the construction of any of the buildings is not completed within the period stipulated, the Board will resume the site and existing structures thereon forfeiting 25% of the value of the existing structure at the valuation fixed by the Chairman which would be final

12 In the case of an incomplete structure being forfeited to the Board, the Chairman shall have power after resumption of the site and structure to sell the structure by auction or agreement or otherwise use it and make over to the Company, the proceeds or the amount of valuation of the structure less the forfeited amount "

C R Narayana Rao

CHAIRMAN,
C I Trust Board,
BANGALORE

Subject - Grant of sites to the Mysore Builders Ltd

G P S App F G 3

GENERAL AND REVENUE SECRETARIAT

(Continuation sheet draft form

C 13691

To, WL 55-4C-

5/4/47

The Chairman, [redacted] C 97,

Bowring, Bangalore

Sir,

With reference to your letter No 2642 dt 1/4/47 on the above subject, I am directed to convey the approval of Govt to the terms & conditions under which 50 sites are proposed to be granted in the Kumara Park West Extension to the Mysore Builders Ltd Bangalore, as recommended by the Trust Board at their meeting held on 30.3.47

In regard to condition 4 of the conditions, I am to state that the allotment of sites houses after completion

fls 3

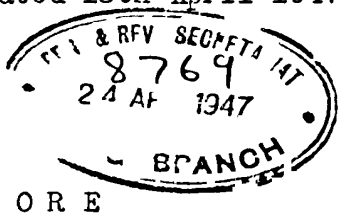
WD 016 — B—1 000 6934

should be made by the
Trust Board, subject to the
approval of Pres. thereto

I have the
8/4
John Rus Secy

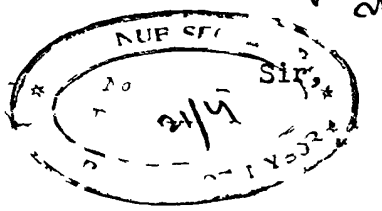
No 2838/ane

Office of the Chairman,
City Improvement Trust Board,
Bangalore City, Dated 18th April 1947



To

H N Pallegar, Esq, M A, LL B,
Secretary to Government,
Revenue Department,
BANGALORE



Sir,

Subject - Grant of sites to the Mysore Builders Ltd

With reference to the correspondence ending with your letter No L 13691/M1 55-46-63 dated the 8th instant approving of the terms and conditions proposed by the Board in respect of the allotment of 50 sites in the Kumara Park West Extension to the Mysore Builders Ltd, Bangalore, with a slight modification in respect of condition No 4 of the conditions, I have the honour to state that the Government Pleader who was requested to furnish a draft agreement to be executed by the Mysore Builders Ltd, in favour of the Chairman, City Improvement Trust Board, embodying all the conditions as approved by Government has suggested the addition of a clause to condition No 8 as under -

A copy of letter No 1204 Dated 12-4-47 from the Govt Pleader is enclosed

"And the first party(The Mysore Builders Ltd) shall not be entitled to transfer or assign the rights or liabilities under the contract to anyone else " *

As this was considered to be a necessary clause from the legal point of view and also as it was in accordance with the spirit of the resolution of the Board, this addition has been made to condition No 8 of the conditions approved by Government

With this modification, condition No 8 reads thus

"The first Party will not get any title to the site but only possession under the a-bove conditions and the first party shall not be entitled to transfer or assign their rights or liabilities under this contract to anyone else "

The draft agreement embodying the conditions as ammended above has been furnished to the Mysore Builders Ltd for execution on a Ten anna stamp paper

I am reporting this for the information of Government

I have the honour to be,
Sir,
Your most obedient servant,

CHAIRMAN,
City Improvement Trust Board,
Bangalore

MSS

Letter no 1201 dated 12-4-1947 from the Government Pleader, Bangalore, to the Chairman, C I P Board, Bangalore

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With reference to your letter no 2748/1 dated the 11th April1947, I am returning the draft of the agreement duly approved with slight verbal alterations It may be put on two annas stamp paper and not registered

I would suggest the addition of a clause against assignment or transfer of the contract by the II Party as it is the personal qualifications or capacity to carry out the contract of the particular party that must have been taken into account in entrusting them with the work

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Copy

FOR CHAIRMAN 18/4